RAM & COMPANY
ENGINEERS AND CONTRACTORS
MOBILE : 9880734198

Ref: RC/EE/BBMP/P-3/2020-21

Date: 24-03-2021

To,
The Executive Engineer
BBMP, Byatarayanapura Division
Bangalore

Sir,

Subject: Submission of Bank Guarantee towards FSD

Work Name: Package-3, Includes 5 works of Rs.2000 Lakhs
Improvements to roads and drains at Thanisandra, Dasarahalli, Saraipalya and Bharathnagara and Surrounding area in ward No 06 Byatarayanapura Sub Division Package-3 (old Annexure-2) Go Sl No.109,110,111. Comprehensive Development and Improvements to roads and drains Rachenahalli and Surrounding area in ward No 6 and 7 Byatarayanapura Sub Division Package-2 (Old Annexure-2) Go Sl No.112 and 113

Ref: LOA No.EE/BTP/BBMP/E-PMT/LOA/T-03/42315/20-21 Dated: 05-03-2021

Adverting to the above subject and LOA dated 05-03-2021, we are herewith submitting the bank guarantee of **Rs.50,81,680/-** towards security deposit (FSD) vide BG No.**21126BG000008** dated: 24-03-2021 as mentioned in the above LOA.

Kindly acknowledge the receipt of the same.

Thanking you

Yours faithfully

For Ram & Company

M/s. RAM & COMPANY

12, SHARADA PLAZA, 4TH FLOOR, R.M.V. 2ND STAGE, ASHWATH NAGAR,
SANJAYNAGAR MAIN ROAD, BANGALORE - 560 094. PH. NO. : 080-23414198 | ramcompany99@gmail.com

3. In case of any discrepancy please inform the Competent Authority

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA82737596890882T
Certificate Issued Date	:	22-Mar-2021 12:20 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ BANGALORE7/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0839128268317420T
Purchased by	:	RAM AND COMPANY
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	RAM AND COMPANY
Second Party	:	KARNATAKA BANK
Stamp Duty Paid By	:	RAM AND COMPANY
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

For Acharya Souharda Credit Co-Op Ltd.

Authorised Signatory

Please write or type below this line

COVER PAGE FOR BANK GUARANTEE

KARNATAKA BANK LTD. Bangalore 560 043 Banaswadi Branch

B.G. NO : 21126 BG 000008

Date : 24.03.2021

For KARNATAKA BANK LTD.

Officer / Manager
Banaswadi Br., Bengaluru-560 043
BHAGYA REKHA. M.H
P.A. No. 4237

For KARNATAKA BANK LTD.

Senior Branch Manager
Banaswadi Br., Bengaluru-560 043
MARUTI. N.S.
PA. No. 2442

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

To,

The Executive Engineer,

Byatarayanapura Division,

BBMP, Sahakaranagar

Bangalore-560092.

KARNATAKA BANK LTD. Bangalore 560 043 Banaswadi Branch

Dear Sirs,

Guarantee No. 21126BG000008

Amount of Guarantee Rs. 50,81,680 /-.

Guarantee cover from 24-03-2021 to 23-03-2022

Last date for lodgment of claim 23-03-2022

This deed of guarantee executed by the Karnataka Bank Ltd, having its Registered & Head Office at Mahaveera Circle, Kankanady, Mangaluru – 575002, Dakshina Kannada District, Karnataka State and amongst other places, a Branch at Banaswadi (hereinafter referred to as "the Bank") at the request of M/s. RAM & COMPANY (hereinafter referred to as 'the applicant') in favour of The Executive Engineer, Byatarayanapura Division, BBMP, Sahakaranagar, Bangalore-560092 (hereinafter referred to as 'the Beneficiary'), of an amount not exceeding Rs.50,81,680 /- (Fifty Lakhs Eighty one thousand six hundred and eighty Rupees Only).

This guarantee is issued subject to the condition that,

- The liability of the Bank under this guarantee is limited to a maximum of Rs. 50,81,680 /- (Fifty lakhs eighty one thousand six hundred eighty Rupees Only) and the guarantee shall remain in full force up to 23-03-2022 and
- Cannot be invoked otherwise than by a written demand under this guarantee along with the original Bank Guarantee, served on the Bank, on or before the due date.
- We are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if, you serve upon us a written claim or demand on or before **23-03-2022**.

For KARNATAKA BANK LTD.

Officer / Manager
Banaswadi Br., Bengaluru-560 043
BHAGYA REKHA. M.H
P.A. No. 4237

For KARNATAKA BANK LTD.

Senior Branch Manager
Banaswadi Br., Bengaluru-560 043
MARUTI. N.S.
PA. No. 2442

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No.	:	**IN-KA82729788650320T**
Certificate Issued Date	:	22-Mar-2021 12:18 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ BANGALORE7/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08391228073733 43T
Purchased by	:	RAM AND COMPANY
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	RAM AND COMPANY
Second Party	:	KARNATAKA BANK
Stamp Duty Paid By	:	RAM AND COMPANY
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

सत्यमेव जयते

For Acharya Souharda Credit Co-Op Ltd.

Authorised Signatory

Please write or type below this line

BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

KARNATAKA BANK LTD. Bangalore 560 043 Banaswadi Branch

B.G. NO : 21126BG000008

Date : 24.03.2021

For KARNATAKA BANK LTD.

Officer / Manager
Banaswadi Br., Bengaluru-560 043
BHAGYA REKHA. M.H
P.A. No. 4237

For KARNATAKA BANK LTD.

Senior Branch Manager
Banaswadi Br., Bengaluru-560 043
MARUTI. N.S.
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GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA

KARNATAKA BANK LTD. Bangalore 560 043 Banaswadi Branch

To,

The Executive Engineer,

Byatarayanapura Division,

BBMP, Sahakaranagar

Bangalore-560092.

1. In consideration of The Executive Engineer, Byatarayanapura Division, BBMP, Sahakaranagar Bangalore-560092 (hereinafter called 'the beneficiary') having agreed to exempt **M/s. Ram & Company** [hereinafter called 'the said Applicant/s'] from the demand, under the terms and conditions of an Agreement dated **24-03-2021** made between **M/s. Ram & Company and Byatarayanapura Division, BBMP, Sahakaranagar Bangalore-560092 "Package -3, Includes 5 works of Rs. 2000 Lakhs. Improvements to roads and drains at Thanisandra, Dasarahalli, Saraipalya and Bharathnagara and surrounding area in ward No 06 Byatarayanapura Sub Division Package -3 (Old Annexure-2) Go Sl No. 109,110,111. Comprehensive Development and Improvements to roads and drains Rachenahalli and Surrounding area in ward No.6 and 7 Byatarayanapura Sub Division Package – 2 (Old Annexure – 2) Go Sl No. 112 and 113"** (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said Applicant(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for **Rs.50,81,680 /- (Fifty lakhs eighty one thousand six hundred and eighty Only)**, we, **KARNATAKA BANK LTD**, (hereinafter referred to as 'the Bank') at the request of **M/s Ram & Company** do hereby undertake to pay to the Beneficiary an amount not exceeding **Rs. 50,81,680 /-** against any loss or damage caused to or suffered or would be caused to or suffered by the beneficiary by reason of any breach by the said Applicant(s) of any of the terms or conditions contained in the said Agreement.

2. We **KARNATAKA BANK LTD Banaswadi Branch, D.No.963,S-AC, Banaswadi Outer Ring Road, HRBR Layout,Block-I, Kalyan Nagar, Banaswadi, Bengaluru-560043** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. 50,81,680 /-(Rupees Fifty lakhs eighty one thousand six hundred eighty Only).** The demand by the beneficiary shall be made within 365 days of the period of guarantee, Such demand in writing shall be a condition precedent for the accrual of liability/rights under this guarantee (so that bank comes to know of its exposure under the guarantee within a reasonable period enabling it to take remedial steps to safeguard its position).

3. We undertake to pay to the beneficiary any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

For KARNATAKA BANK LTD.

Officer / Manager
Banaswadi Br., Bengaluru-560 043
BHAGYA REKHA. M.H
P.A. No. 4237

For KARNATAKA BANK LTD.

Senior Branch Manager
Banaswadi Br., Bengaluru-560 043
MARUTI. N.S.
PA. No. 2442

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, **KARNATAKA BANK LTD, D.No.963,S-AC, Banaswadi Outer Ring Road, HRBR Layout,Block-I, Kalyan Nagar, Banaswadi, Bengaluru-560043** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **The Executive Engineer, Byatarayanapura Division, BBMP, Sahakaranagar, Bangalore-560092.** Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said applicant(s) and accordingly discharges this guarantee. This contract of Bank Guarantee shall remain in operation for a period of **23-03-2022** (year or month) only after the date on which the guarantee is signed by the parties. The demand, if any, for payment under the terms of this contract shall be made by the beneficiary within the period stated in Para 2 above, and the Bank shall be liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the written claim or demand is served upon us within the period stated above. Unless a demand or claim under this guarantee is made on us in writing on or before the **23-03-2022** we shall be discharged from all liability under this guarantee thereafter.

5. We, **KARNATAKA BANK LTD, Banaswadi Outer Ring Road, HRBR Layout,Block-I, Kalyan Nagar, Banaswadi, Bengaluru-560043** further agree with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the beneficiary against the said Applicant(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Applicant(s) or for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said Applicant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Applicant(s)/Supplier(s).

7. We, **KARNATAKA BANK LTD, Banaswadi Outer Ring Road, HRBR Layout,Block-I, Kalyan Nagar, Banaswadi, Bengaluru-560043** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

KARNATAKA BANK LTD. Bangalore 560 043 Banaswadi Branch

For KARNATAKA BANK LTD.

Officer / Manager
Banaswadi Br., Bengaluru-560 043
BHAGYA REKHA. M.H
P.A. No. 4237

For KARNATAKA BANK LTD.

Senior Branch Manager
Banaswadi Br., Bengaluru-560 043
MARUTI. N.S.
P.A. No. 2442

KARNATAKA BANK LTD. Bangalore 560 043 Banaswadi Branch

8. NOT WITHSTANDING anything contained therein above:-

a. Our liability under this guarantee shall not exceed **Rs. 50,81,680 /- (Rupees Fifty Lakhs eighty one thousand six hundred eighty only).**

b. This Bank Guarantee shall be valid up to **23-03-2022.**

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Beneficiary serves upon us a written claim or demand within **23-03-2022(date), before 12.00PM hours (Indian Standard Time)** where after all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability there under whether or not the original bank guarantee is returned to us.

d. It shall be obligatory for the beneficiary to invoke this Bank Guarantee on or before the said date. Invocation or failure to invoke the guarantee on or before the said date shall be a 'specified event' for the purpose of Exception 3 to Section 28 of the Indian Contract Act, 1872. The obligation of the Bank under this guarantee shall stand extinguished and Bank shall stand discharged from liability under this guarantee on the expiry of one year from such 'specified event'. After extinguishment of Bank Guarantee, the original Bank Guarantee shall become void for all purposes."

"This Bank Guarantee shall be operative only on Karnataka Bank Ltd (issuing bank) sending a separate advice to **Syndicate bank, Regional Inspectorate No.204, 1st Floor CHBS Layout Vijayanagar, Bangalore-560040.** (name of advising Bank/Branch of beneficiary) through Structured Financing Messaging System (SFMS). The letter of advice of SFMS issued by the Advising bank shall form a part of this Guarantee."

Dated the 24th day of March 2021.

For KARNATAKA BANK LTD.

Officer / Manager
Banaswadi Br., Bengaluru-560 043
BHAGYA REKHA. M.H
P.A. No. 4237

For KARNATAKA BANK LTD.

Senior Branch Manager
Banaswadi Br., Bengaluru-560 043
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